

PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT, EGAN FIELD OFFICE
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE BALD MOUNTAIN MINING DISTRICT PROJECT

WHEREAS, the Bureau of Land Management Egan Field Office (BLM) has determined that the authorization of mining operations at the Bald Mountain Mining District Project (BMMD or Project) for Barrick Gold, Inc. (Barrick) in White Pine County, Nevada, may have an effect on historic properties eligible for inclusion in the National Register of Historic Places (NRHP), and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA); and

WHEREAS, effects to historic properties in the Area of Potential Effect (APE) (Appendix A) cannot be fully determined and the Signatories desire to enter into this Programmatic Agreement (PA) to set forth procedures to be followed in satisfaction of BLM's Section 106 responsibilities of the National Historic Preservation Act, for the BMMD in the APE; and

WHEREAS, the BLM, the SHPO and the Advisory Council on Historic Preservation (ACHP) are Signatories to a PA governing all aspects of the development for the Project executed in December of 1995; and

WHEREAS, the BLM, the SHPO and the ACHP wish to terminate the existing Bald Mountain Mine PA effective on the day this document is executed and the BLM and the SHPO desire to enter into this PA; and

WHEREAS, BLM has invited Barrick to be a concurring party to this PA; and

WHEREAS, BLM has consulted with the ACHP pursuant to 36 CFR §800.14(b), to develop and execute this PA and the ACHP has elected not to formally enter consultation on the development of this PA; and

WHEREAS, Ely Shoshone and Duckwater Tribes may have an interest in the area and will be contacted and offered an opportunity to participate in the Section 106 process and those tribes requesting an opportunity to participate as concurring parties will be included in the process as provided in this PA; and

WHEREAS, BLM has a Nationwide Programmatic Agreement and a State Protocol Agreement between BLM and SHPO dated February 3, 2012 (Protocol) that govern all other undertakings

and historic properties that may occur within the APE and those agreements are hereby incorporated by reference into this PA; and

WHEREAS, the definitions given in the Protocol between the Nevada Bureau of Land Management State Director and the SHPO apply throughout this PA, unless specifically modified below; and

WHEREAS, this PA covers all aspects of authorized mining operations in the BMMD;

NOW, THEREFORE, the Signatories agree that the BMMD shall be administered in accordance with the following stipulations to ensure that historic properties will be treated to avoid or mitigate effects to the extent practicable, regardless of surface ownership, and to satisfy BLM's Section 106 responsibilities for all aspects of the BMMD.

I. ROLES AND RESPONSIBILITIES

- A. BLM is responsible for administering this PA. This includes but is not limited to ensuring that all Signatories carry out their responsibilities; overseeing all cultural resource work; and assembling all submissions to the SHPO and consulting parties during the implementation of this PA. The Egan Field Manager is the BLM Authorized Officer for BMMD. The Authorized Officer, or their designee, is the BMMD point of contact for BLM.
- B. Barrick's signatory, or their designees, will be the responsible point of contact for the BMMD and provide BLM with any and all information needed to implement this PA.
- C. Barrick shall bear the expense of identification, evaluation, and treatment of all historic properties directly or indirectly affected by BMMD related activity. Such costs shall include, but not be limited to, pre-field planning, fieldwork, post-fieldwork analysis, research and report preparation, interim and summary report preparation, publications for the general public, and the cost of curating project documentation and artifact collections. If Barrick withdraws project applications, then Barrick shall incur no further expense except for completing fieldwork and post-fieldwork activities (production of final inventory, testing and data recovery reports covering the description and analysis of data, and the curation of materials) that has occurred as of the date of withdrawal.
- D. BLM will be responsible for all submissions to SHPO and any other interested parties identified during the implementation of this PA for the BMMD. Any submission to SHPO or interested parties not from BLM will be considered as informational only and will not trigger any compliance timelines or other actions.
- E. BLM shall ensure that ethnographic, historic, architectural, and archaeological work conducted pursuant to this PA is carried out by or under the direct supervision of persons meeting qualifications set forth in the Draft Secretary of the Interior's Professional Qualification Standards dated June 20, 1997 (62 FR 33707-33723) and who have been permitted for such work on public lands by BLM.

- F. Barrick, in cooperation with BLM and SHPO, shall provide in-house training to ensure that all its personnel and all the personnel of its contractors and subcontractors are directed not to engage in the illegal collection of historic and prehistoric materials. Subsequent hires will also be required to be subject to similar training. Training can be in association with Barrick's safety and or related job training and project orientation. Barrick shall cooperate with BLM to ensure compliance with the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470) on Federal lands and with Nevada Revised Statutes (NRS) 381 for private lands.
- G. Barrick shall be responsible for costs of rehabilitation or mitigation, and may be subject to criminal penalties, should damage to cultural resources inside or outside the APE occur during the period of construction, mine operation or reclamation due to the unauthorized, inadvertent or negligent actions of Barrick, their employees, contractors or any other project personnel.
- H. If the BMMD is sold or otherwise transferred to another proponent other than Barrick, the Signatories will determine within 90 days of the sale or transfer if the PA will remain in effect, be amended per Stipulation V, or be terminated per Stipulation VI. All provisions of the PA will remain in effect until such a determination is made.

II. STIPULATIONS

BLM ensure that the following stipulations are carried out:

A. Identification of Historic Properties

1. BLM shall involve interested parties and Tribes identified through the Section 106 process, as appropriate, in all activities carried out under this PA associated with the Project.
2. Identification and evaluation of historic properties shall be conducted on all lands identified within approved Plans of Operation and subsequent amendments on BMMD (Plans). Identification and evaluation may be phased to reflect BMMD's operational timelines.
3. BLM shall require the consulting archaeologists conduct records searches of General Land Office (GLO) plat maps, BLM's Master Title Plats/Historic Index, the GLO Land Records website (<http://www.glorerecords.BLM.SWFO.gov/>), the Nevada State Lands Patent Database Query (<http://www.lands.nv.gov/patents/patents.htm>), The Nevada Cultural Resources Information System (NVCRIS), the National and State Register of Historic Places, National Trail System, historic maps, BLM and SHPO cultural resources records, and pertinent historic records/publications and maps to identify historic properties as a part of the identification process.

4. Required identification activities shall be completed on Federal or private lands owned by Barrick. For privately held lands not owned by Barrick, Barrick shall exercise reasonable effort to obtain access from the landowner for the purpose of conducting inventory, eligibility, and adverse effects analysis. "Reasonable effort" for this purpose is defined as seeking to obtain landowner consent on reasonable, negotiated terms, without resort to any formal legal process or proceedings. After all such reasonable efforts have been made, if access cannot be obtained to private land not owned by Barrick and after consulting with BLM, Barrick shall use existing data to determine the types of resources that might be present and anticipated effects. Upon BLM determination that the intention of this section has been satisfied, BLM Authorized Officer may issue a Notice to Proceed (NTP) for any construction segment as prescribed in Stipulation II.G.
5. BLM shall allow Barrick's point of contact to receive the location of any historic properties that have been or are identified within the APE or in any part of the APE directly from the archeological contractor. Barrick shall protect, secure, and restrict access to this sensitive information to the point of contact. Barrick shall not share this information with others without prior consent in writing from BLM.

B. Eligibility

1. BLM, in consultation with SHPO, shall evaluate all cultural resources recorded under this PA for eligibility to the NRHP based on the following document: *Historic Context II, The Bald Mountain Historic Mining District, White Pine County, Nevada* (Kautz 2011). This document shall be reviewed for adequacy every three years or by the request of a Signatory.
2. BLM shall consult with the appropriate Tribes to evaluate the eligibility of properties of traditional religious and cultural importance within the APE.
3. A separate report will be prepared to document historic properties with standing architectural resources that qualify for the National Register under Criteria A, B, or C in order to expedite SHPO review.
4. To the extent practicable, NRHP eligibility determinations shall be based on documented inventory information. If the information gathered in the inventory is inadequate to determine eligibility, Barrick, through its contractor, may be required to conduct limited subsurface testing or other evaluative techniques to determine eligibility. Subject to approval by BLM, in consultation with SHPO, evaluative testing is intended to provide the minimum data necessary to define the nature, age, and distribution of materials in potential historic properties, to make final evaluations of eligibility, and to inform the development of a treatment plan should data recovery be deemed necessary. BLM requires Barrick's cultural resource contractor be approved for a testing Cultural

Resources Use Permit (CRUP) prior to subsurface probing, testing, data recovery, or surface material collection.

5. If any of the Signatories, Tribes, or other consulting parties disagree regarding eligibility of a cultural resource, BLM and SHPO shall work together with Tribes and interested parties (when appropriate) to seek a resolution on the determination of eligibility. If the dispute cannot be resolved, BLM shall seek a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR 63.2. The Keeper's determination will be considered final.
6. Eligibility will be determined prior to the initiation of activities that may adversely affect those cultural resources. Eligibility will be determined in a manner consistent with the Protocol. The required evaluation activities shall be completed on Federal or private lands owned by Barrick. If Barrick cannot gain access to private land not owned by Barrick after a reasonable effort is made, the historic property shall remain unevaluated. Sites may remain unevaluated for the NRHP only with approval by BLM in consultation with SHPO.

C. Treatment

1. BLM shall ensure that BMMD avoids adverse effects to historic properties, whenever practical, through project design, or redesign, relocation of facilities, or by other means in a manner consistent with the Protocol.
2. When avoidance is not practical and data recovery is proposed to minimize or mitigate project related adverse effects to historic properties, BLM, in consultation with the SHPO, shall ensure that Barrick, through its contractor, develops a Data Recovery Treatment Plan (Plan) that is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-37), *Treatment of Historic Properties: A Handbook* (Advisory Council on Historic Preservation 1980) and ACHP's Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites dated June 17, 1999. The required mitigation activities shall be completed regardless of the ownership (Federal or private lands owned by Barrick) of the lands involved. If Barrick cannot gain access to private lands not owned by Barrick through reasonable efforts, only the portions of the historic property directly affected by the project shall be treated. BLM shall submit the Plan to SHPO for review. Concurrently, BLM shall provide Tribes and other consulting parties, as appropriate, with a copy of the Plan with a fifteen (15) day review opportunity.
3. For historic properties eligible under criteria A through C, BLM will consider, in consultation with SHPO, mitigation other than data recovery in the Treatment Plan (e.g., oral history, historic markers, exhibits, interpretive brochures or publications, etc.). Where appropriate, the Treatment Plan shall include Programmatic Agreement Among The Bureau Of Land Management, Egan Field Office and The Nevada State Historic Preservation Officer Regarding The Bald Mountain Mining District Project

provisions (content and number of copies) for a publication for the general public.

4. Pursuant to Stipulation F, BLM shall ensure as a condition of approval/special stipulation on any authorization or Notice to Proceed that Barrick, through its contractor, implement and complete the fieldwork portions of any final Treatment or Data Recovery Plan prior to initiating any activities that may affect those historic properties.
5. BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in accordance with 36 CFR 79 in an approved curation facility in Nevada. As defined in the Native American Graves Protection and Repatriation Act (NAGPRA) materials will be handled in accordance with 43 CFR 10. All materials collected will be maintained in accordance with 36 CFR 79 or 43 CFR 10, until the final treatment report is complete and collections are curated and/or returned to their owners. Barrick, or their contractor, shall provide proof of a current curation agreement to BLM within two (2) weeks of BLM acceptance of the final reports.
6. BLM shall provide to SHPO, Tribes, and other consulting parties as appropriate all final archaeological reports resulting from actions pursuant to this PA. All such reports shall be consistent with contemporary professional standards and the Secretary of Interior's Formal Standards for Final Reports of Data Recovery Programs (48 FR 44716-44740). Final reports will be submitted in both paper and electronic copies and will include digital copies of all associated data (e.g. GPS files, GIS data layers, digital photographs, etc.).

D. Other Considerations

1. Identification, evaluation, and treatment efforts may extend beyond the geographic limits of the APE when the resources being considered extend beyond the boundary of the construction activities. No identification, evaluation, or treatment efforts will occur beyond that necessary to gather data for the completion of the Section 106 process as agreed to in this PA.
2. Information on the location and nature of all cultural resources or information considered proprietary by a Tribe will be held confidential to the extent provided by Federal and state law.

E. Monitoring

1. Any Signatory may monitor actions carried out pursuant to this PA, provided that personnel undertaking monitoring activities shall comply with all applicable Barrick mine safety and health rules and requirements when visiting the mine. To the extent practicable, all monitoring activities conducted by SHPO, Tribes, or

other consulting parties will attempt to minimize the number of monitors involved in the Project.

2. Any areas that BLM, in consultation with the SHPO, identifies as sensitive will be monitored during related construction activities by a qualified individual (Monitor). Monitors shall be empowered to stop work to protect resources if that work is inconsistent with the terms of this PA or any corresponding treatment or monitoring plan.

F. Notices to Proceed

BLM may issue a NTP to Barrick for individual construction segments as defined by Barrick in their Plans, under any of the following conditions:

1. BLM, in consultation with SHPO, have determined that there are no cultural resources within the APE for that construction segment location; or
2. BLM, in consultation with SHPO, have determined that there are no historic properties within the APE for the construction segment locations; or
3. BLM, in consultation with the SHPO, Tribes, and other consulting parties as appropriate, has implemented an adequate Treatment Plan for the properties affected by the construction segment locations; and
 - (a) Barrick has posted a surety as set forth in Stipulation H. 1.
 - (b) The fieldwork phase of the treatment option has been completed; and
 - (c) BLM has accepted a summary description of the fieldwork performed and a reporting schedule for that work; and
 - (d) BLM shall provide an electronic copy of the summary to SHPO; and
 - (e) SHPO shall review the summary and if the SHPO concurs or does not respond within two working days of receipt, BLM shall assume concurrence and issue the NTP; and
 - (f) Barrick shall not begin any ground disturbing activities within the boundary of any historic property until BLM issues a NTP for the property.

G. Time Frames

1. BLM will review and comment on any report submitted by Barrick, through its contractor, within thirty (30) calendar days of receipt.
2. BLM shall submit the results of all identification, evaluation, effects assessment, and treatment efforts, including discovery situations, and Treatment or Data Recovery Plans to the SHPO. The SHPO will have thirty (30) calendar days from their receipt to

review and comment on any submission. In the event SHPO does not respond within thirty (30) calendar days from its receipt, BLM shall assume SHPO concurrence.

3. A draft final report of all identification, evaluation, treatment activities will be due to BLM from Barrick within nine (9) months after the completion of the fieldwork associated with the activity, unless otherwise negotiated. Final reports will be due sixty (60) days after receiving BLM comments.

H. Surety Bonds

1. Based on a written detailed cost estimate submitted by the Cultural Contractor and agreed to by Barrick and BLM, Barrick will post a surety bond with the BLM, not to exceed \$500,000 to cover all costs associated with all data recovery fieldwork, analysis, research and report preparation, interim and summary reports, and curation of project documentation and artifact collections in an approved curation facility anticipated to run concurrently from the signing date of the PA to one calendar year from the signing date. The surety shall be posted prior to BLM issuing any NTP.
2. Portions of the surety bond posted shall be subject to forfeiture if the data recovery projects tasks are not completed within the time period established by the treatment option selected; provided, however, BLM and Barrick may agree to extend any such time periods. BLM shall notify Barrick that the surety is subject to forfeiture and shall allow Barrick thirty (30) calendar days to respond before action is taken to forfeit the surety.
3. The surety bond may be increased or decreased annually based on a written detailed cost estimate submitted by the Cultural Contractor and agreed to by Barrick and BLM for concurrently running data recovery projects anticipated for the following year. If the amount of concurrently running data recovery projects exceeds what is presented in the Cultural Contractor's cost estimate, the BLM shall meet with Barrick to increase the bond amount prior the required annual surety bond adjustment date.

J. Post-Review Discovery Situations

Stipulations of this PA and Protocol are intended to identify and mitigate historic properties. Unplanned discoveries of buried cultural resources are not anticipated. In the case of an unplanned discovery, the BLM will ensure that provisions in the Protocol (Section VI.B) and the following stipulations are met.

1. When previously unidentified cultural resources are discovered or an unanticipated impact situation occurs, all BMMD related activities within 100 meters of the discovery/impact will cease immediately. Barrick, through its contractor or its authorized representative, shall secure the location to prevent vandalism or other

damage. Barrick or its authorized representative shall immediately notify the BLM Authorized Officer of the discovery followed by written confirmation. Activity at the location shall be suspended until the discovery has been evaluated and any necessary mitigation measures completed.

2. BLM shall notify SHPO, Tribes, and other consulting parties as appropriate, within one (1) working day of the discovery or unanticipated impact notification, and consider their initial comments on the situation. Within two (2) working days after initial discovery, BLM shall notify SHPO or other parties, of the decision to either allow BMMD Activities to proceed or to require further evaluation and/or mitigation.
3. If BLM determines, in consultation with SHPO, that mitigation for discoveries or unanticipated impacts is required, BLM shall solicit comments from SHPO, Tribes, and other consulting parties, as appropriate, to develop mitigating measures. SHPO, Tribes, and other consulting parties, as appropriate, will have two (2) working days to provide BLM with comments on the nature and extent of mitigative efforts. Within seven (7) working days of initial SHPO notification, BLM will inform SHPO of the nature of the mitigation required, and ensure that such mitigative actions are implemented before allowing BMMD activities to resume.
4. BLM shall ensure that reports of mitigation efforts for discoveries or unanticipated impacts are completed in a timely manner and conform to the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377-79). Drafts of such reports shall be submitted to the SHPO for a fifteen (15) day review and comment period. BLM will submit final reports to the SHPO, other Signatories, Tribes, and other consulting parties, as appropriate for informational purposes.
5. Any disputes or objections arising during a discovery or unanticipated impact situation regarding the treatment of historic properties that cannot be resolved by BLM and SHPO shall be referred to the Nevada BLM State Office for consultation. The Nevada BLM State Office shall be given seven (7) days to provide BLM with comments.
6. BMMD related activities in the area of the discovery or unanticipated impact will be halted until Barrick is notified by the BLM Authorized Officer in writing that mitigation is complete and activities can resume.

III. Dispute Resolution

1. If any party to this PA, or any other consulting party, objects to any activities proposed pursuant to the terms of this PA, BLM shall consult with the objecting party and SHPO to resolve the issue.

2. An interested person or other consulting party can request participation by the ACHP should consultation not resolve the issue.
3. If there is an objection by SHPO to the manner in which the terms of this PA are implemented, SHPO will notify the Egan Field Manager in writing of the objection. BLM will consult with SHPO to resolve the objection. If BLM determines that the objection cannot be resolved, it shall request consultation by BLM Nevada State Office to help resolve the objection.
4. The Signatories may continue all actions under this PA that are not the subject of the dispute.

IV. Duration

This PA shall become effective on the date of the last signature below, and shall remain in effect for a period of ten years or until terminated as provided in Stipulation VI. If Barrick does not initiate the Project within the ten (10) year period, this PA will automatically terminate.

V. Amendment


Any Signatory to this PA may request that this PA be amended, whereupon the Signatories will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

VI. Termination


Any Signatory may terminate this PA by providing written notice with cause to the other party. After notification by the initiating party, the other Signatory shall have thirty (30) calendar days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination. If such consultation fails, the termination will go into effect at the end of this thirty (30) calendar-day period, unless both parties agree to a longer period. The Signatories shall be required to meet any and all current or outstanding obligations the Signatories assumed under the terms of the PA.

EXECUTION of this PA and implementation of its terms evidences that the BLM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:



Jill A. Moore, Egan Field Manager, Ely District, Bureau of Land Management
2/8/13
DATE



Rebecca L. Palmer, Acting Nevada State Historic Preservation Officer
2/15/13
DATE

Concurring Party:

Amanda Steensen, Environmental Superintendent, Barrick Gold, Inc.
DATE

